

EXHIBIT "F"

DEVELOPER'S GROUND LEASE RESERVATION AGREEMENT WITH AN OPTION TO PURCHASE

THIS GROUND LEASE AGREEMENT WITH RENEWAL OPTIONS AND OPTION TO PURCHASE is entered into as of the Effective Date herein provided, by and between PINELLAS COUNTY, hereinafter referred to as "County", and 2500 34TH St, LLC, hereinafter referred to as, "Developer"; collectively referred to as the "Parties."

WHEREAS, Section 125.37 Florida Statutes specifies that whenever, in the opinion of the County Commission, the County holds real property not needed for County purposes, it may exchange it for real property which the County may desire to acquire for County purposes; and

WHEREAS, pursuant to Resolution ____ and the terms and conditions in that certain exchange agreement (hereinafter "Exchange Agreement") between the Parties, to be executed contemporaneously herewith, the Parties have agreed to exchange parcels and upon the Closing of the exchange, County acquired Developer's property (hereinafter "the Developer Property"); and

WHEREAS, the Developer reserved a ground leasehold interest ("Ground Lease") in the Developer Property that it exchanged for the County Property (as both are defined in the Exchange Agreement), which interests include the right to construct and own a building and improvements (hereinafter the "Facilities") on the Developer Property and to lease the Facilities to the County, while the County will own the underlying fee simple of the property; and

WHEREAS, this agreement sets forth the terms and conditions of Developer's leasehold reservation, and the County's acquiescence thereof.

NOW THEREFORE, for and in consideration of the mutual covenants, agreements and undertakings contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Options for Lease Agreement Renewal herein granted to the Developer from the County, the Parties hereto covenant and agree as follows:

1. Description of Reserved Premises. Pursuant to the Exchange Agreement and associated deed transferring that certain vacant real property located at 2500, 34th Street, St. Petersburg in Pinellas County, Florida, the "Premises" is as described as follows:

SEE ATTACHMENT "1" ATTACHED HERETO AND INCORPORATED HEREIN

The Parties covenant and warrant that upon the Closing under the Exchange Agreement, the County acquired unencumbered fee simple title to the Developer Property, subject to conditions, reservations, restrictions and easements or record, if any, and further subject to the Developer's leasehold reservation, and is authorized to enter into this lease. The Parties further acknowledge that such leasehold reservation is subject to the terms and conditions herein. As

used herein, the “Premises” shall mean the Developer’s Property depicted on Attachment “1’.

2. Lease Term/Options for Renewal. This Lease shall commence on the Effective Date (as defined herein) and shall continue for ten (10) calendar years after the Commencement Date in the 2500 Lease (defined below) (the “Initial Term”) unless renewed or terminated in accordance with this Lease. County has simultaneously entered into a lease with Developer as Landlord and County as Tenant for the Facility to be constructed on the Premises by Developer (hereinafter the “2500 Lease”) wherein County has the option to purchase the “**Facility**” after the first (1st) year of the ten (10) year lease term of the 2500 Lease and before the expiration of the total ten (10) year lease term of that Lease, subject to the notice provisions therein. If County does not exercise its option to purchase the Facility under the 2500 Lease during the initial ten (10) year term, then Developer has an OPTION TO RENEW this Lease for a subsequent ten (10) year term (the “Renewal Term”) on condition that Developer shall notify County, its successors or assigns, in writing, of its exercise of its renewal right not less than thirty (30) days after the expiration of the notice period for County’s exercise of its option to purchase. Additionally, if County does not exercise its option to purchase the Facility under the 2500 Lease during the initial ten (10) year term, Developer is also given an OPTION TO PURCHASE the Premises hereunder, for a price equal to the agreed value of the Developer Property of \$3,180,000.00 at the time of the Closing of the exchange, on condition that Developer shall notify County, its successors or assigns, in writing of its exercise of its purchase right not less than thirty (30) days after the expiration of the notice period for County’s exercise of its option to purchase County’s option to purchase.

3. Ground Rent. In consideration of Developer constructing the Facility to be leased to the County, pursuant to the 2500 Lease, Developer shall make a one-time payment of rent for the Initial Term in the amount of One Hundred Dollars (\$100.00) at the time of execution of this Lease. If Developer exercises its right to renew the Lease, the rent shall be the fair market rent for the land only, as established by an MAI Appraiser selected by the parties. If they are unable to agree upon a single MAI Appraiser, each shall select an MAI Appraiser who then will select a third and the fair market rent shall be the average of the three appraised fair market rent.

4. Use. Developer shall utilize the Premises for the sole purpose of the design, development and construction of a building and associated improvements necessary for the practical use thereof to be used as administrative office space and associated parking areas for County, pursuant to the plans approved under the Exchange Agreement. During the Initial Term, Developer may utilize the Premises for other purposes only with express prior written consent of the County, and any unauthorized use of the Premises shall constitute a material breach and default. If the County does not elect to purchase the Premises or renew its lease pursuant to the 2500 Building Lease, Developer may use the Premises for any use permitted under the applicable zoning and use regulations. This Lease is subject to all outstanding easements and rights of way over, across, in, and upon the Premises, or any portion thereof, and to the right of the County, with Developer’s reasonable approval, to grant such additional easements and rights of way over, across, in, and upon the Premises as the County shall determine necessary, provided that any such additional easement or right of way shall not unreasonably interfere with Developer’s right of peaceful occupancy of the Premises or the future use of the Premises should Developer exercise its Option to Purchase. There is hereby reserved to the holders of such

easements and rights of way as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair, or replacement of facilities located thereon, to operations under any Federal Contract, and to any Federal, State, or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Premises as shall be necessary for the performance of their duties with regard to such facilities.

5. Improvements. Developer covenants and agrees that the construction of the facilities upon the Premises shall meet all applicable federal, state, and county laws, ordinances, codes and regulations, and all plans and specifications therefor shall be subject to prior approval by the County's County Building and Zoning Department or such other designee of County.

6. Ownership of Improvements. Developer shall have legal title to all the Facilities, including buildings and permanent improvements, fixtures, machinery, and equipment constructed or installed on the Premises by Developer during the term of this Lease. Upon the expiration, or termination under the provisions of this Lease, title to all permanent buildings and improvements constructed on the Premises and any fixtures, machinery and equipment therein shall vest in County according to the Building Lease (2500 Lease) and section 2 herein. If the County determines not to purchase the Facilities under the Building Lease (2500 Lease), and the Developer exercises its option to purchase, the ownership of the Facilities on the property will remain with the Developer. If the County determines not to purchase the Facilities or to renew the 2500 Lease, Developer shall have the right to demolish the building and improvements at the end of the 2500 Lease term.

7. Interest of County Not Subject to Liens. The ownership interest of the County in the Premises shall not be subject to liens for improvements or construction made by Developer to or on the Premises. Developer shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of County in the Premises. Developer shall notify all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with Developer with respect to the Premises or any part thereof that they must look to Developer to secure payment of any bill for work done or material furnished or for any other purpose during the term of this lease.

8. Pledge of Leasehold Interest. The Developer shall have the right to mortgage, create a security interest in or pledge its leasehold interest in this Lease Agreement, upon written notice to County. The holder of any mortgage lien upon, security interest in, or of any pledge of, this Ground Lease Agreement and the holder of any portion of the Developer's leasehold interest herein granted (and anyone claiming by, through or under such holder or such security interest or pledge) shall not acquire any greater rights hereunder than the Developer has and is subject to all rights and interests of County herein, none of which terms, covenants, conditions or restrictions is or shall be waived by County by reason of County's granting the right to create a security interest or to pledge its leasehold interest in this Lease, except as expressly provided herein; and no such holder or claimant shall become entitled to a new Lease Agreement in the event of the termination of this Lease Agreement; nor shall such person become entitled to a new Lease Agreement in the event of the Developer's failure to exercise any option to extend this Lease Agreement. Any such mortgage, security interest or pledge shall be subject to all the

agreements, terms, covenants, and conditions of this Lease. Further, no mortgage or security interest created in the leasehold interest granted in this Lease Agreement and no assignment thereof shall be binding upon the County in the enforcement of its rights under this Lease Agreement, nor shall the County be deemed to have any notice thereof, until a fully conformed copy of each instrument affecting such mortgage or security interest, in a form proper for recording, shall have been delivered to County by United States Postal Service, certified mail, return receipt requested. Notwithstanding the foregoing, it is acknowledged that should any such holder foreclose its lien upon the Developer's leasehold interest, such foreclosing lienor, or its designee, upon acquiring the leasehold estate in such foreclosure shall be entitled to assign its interest in the Lease to a third party successor.

9. Developer Financing. The temporary and permanent mortgage financing to be procured by the Developer which may consist of one or more mortgages, shall make provisions for interest and amortization payments which shall be the sole responsibility of the Developer. The County will cooperate with the Developer in the obtaining of such mortgages and will execute any instrument reasonably required in connection therewith; provided, however, that the County may cause its nominee to execute any and all such instruments, each of which shall expressly provide that the mortgagee or payee, as the case may be, will not look to the County for the payment of any indebtedness of Developer, and provided further that any instrument so executed by the County shall expressly provide that the mortgagee or payee, as the case may be, shall look solely to the security of the leasehold estate or personalty rights of the Developer for the payment of indebtedness and shall not seek to collect the indebtedness from or obtain a deficiency judgment against the County or the County's underlying fee interest in the Premises. All costs, fees, title insurance charges, recording fees, taxes, assessments, and legal fees incurred or payable in connection with such mortgage or other instrument, or any action, suit or proceeding based thereon, shall be paid by the Developer. The Developer's interest in this Ground Lease shall be encumbered only by a mortgage or mortgages obtained by the Developer in accordance with the terms and conditions herein.

10. Conformity to Law. Developer shall comply with all applicable laws, ordinances, regulations, codes, rules, and orders of any federal, state, county, or municipal agency with jurisdiction over the Premises.

11. Licenses and Permits. Developer shall be responsible for obtaining, at its own expense, all Federal, State, and local licenses, permits, inspections and approvals and for complying with all restrictions thereby made, that are necessary for the construction of buildings and improvements and the conduct of his business on the Premises.

12. Taxes, Fees, and Assessments. Developer shall be responsible for the payment of any personal property or real property ad valorem taxes, fees, or special assessments that are levied upon the Premises, any buildings, improvements or personal property thereon owned by the Developer, or upon the leasehold estate conveyed by this Ground Lease. Developer's failure to timely pay taxes, fees, or special assessments on or before the date when the same shall be considered delinquent shall be deemed a default. The parties acknowledge that the foregoing obligation is passing through to County under the 2500 Lease.

13. Maintenance and Repairs. During the Lease term, Developer, at his own expense, shall keep and maintain the Premises and all buildings, fixtures and improvements thereon in good and sanitary order, condition and repair, pursuant to and subject to the terms and conditions herein and the terms and conditions of the associated Building Lease. Maintenance costs will be reimbursed by County under the 2500 Building Lease, attached to the Exchange Agreement as Exhibit E. Upon expiration or termination hereof, and the County exercises its option to purchase the Facilities, and subject to County's faithful performance of its repair and maintenance obligations, if any, under the 2500 Lease, the Developer shall surrender and deliver up to the County the Premises and all buildings, fixtures and permanent improvements thereon in good and usable condition, ordinary wear and tear excepted.

14. Indemnification. Developer agrees to indemnify and save harmless the County from and against all loss or expense by reason of liability imposed by law upon County for damages (including any strict or statutory liability and any liability under Worker's Compensation Laws) because of bodily injury, including death, at the time therefrom, sustained by any person or persons, or damage to property, including loss of use thereof, arising out of or in consequence of the use of the Premises, whether such injuries to persons or damage to property is due or claimed to be due to the negligence of the Developer, its agents, employees and subcontractors, and Pinellas County or its officers and employees, except to the extent such injury or damage shall have been occasioned by the sole negligence of the County. Nothing herein shall be construed as a waiver of the County's sovereign immunity pursuant to §768.28, Florida Statutes.

15. Insurance. Developer shall maintain and pay for property insurance on a "Special Perils" form covering building and improvements for full replacement cost including builders risk coverage during course of construction. If property is in a Flood Zone per the National Flood Insurance Program definition of same, Landlord shall carry flood insurance on the building and improvements. Landlord shall be responsible for all deductibles for Landlord's insurance. Tenant shall insure or self-insure tenant's contents. Landlord shall also maintain lessor's risk Liability insurance for building common areas with a minimum limit of \$1,000,000 dollars per occurrence \$2,000,000 aggregate limit and Statutory Workers' Compensation and Employers' Liability, where applicable, of not less than \$500,000.00 or as required by law.

Developer agrees that County shall have the right, exercisable on ninety (90) days prior written notice to Developer, to require Developer, on or after the fifth (5th) anniversary of the commencement date, and at five-year intervals thereafter, to increase or decrease the monetary limits of such policy or policies; provided, however, that County shall not require Developer to increase such monetary limits beyond prevailing County requirements for similar ground lease situations.

At least five (5) days before the commencement date of this Lease, the Developer shall deliver to the County an original or a certified copy of each such policy (or at County's option, a certificate thereof). Copies of renewal policies shall be provided to the Pinellas County Risk Management Department at the time they are received by Developer. Developer shall notify County within twenty-four (24) hours after receipt of any notice of expiration, cancellation, non-renewal or material change in coverage. Companies issuing the insurance policy or policies shall

have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Developer. Pinellas County shall be endorsed on the required policy or policies as an additional insured and all such policies shall provide that County be given at least thirty (30) days advance written notice of lapse, cancellation or material modification thereof. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or the County's Self-Insured Retentions of whatever nature.

Notwithstanding anything to the contrary set forth above the parties acknowledge that the cost of all such insurance is being passed through to County as tenant under the 2500 Lease.

Landlord's lender(s) shall be named as additional insureds and loss payees in all policies.

16. Sublease and Assignment. Developer shall not assign this Lease nor sublet any portion of the Premises without the prior written consent of the County so long as County is the tenant under the 2500 Lease. A consent to or acquiescence in one assignment or subletting by the County shall not be deemed a consent to or acquiescence in any subsequent assignment or subletting. Any such assignment or subletting without such prior written consent shall constitute a material breach of this Lease and shall be considered a default by Developer subject to the provisions of Section 24 herein. County agrees that such consent to assignment or subletting shall not be unreasonably withheld or delayed.

17. Waiver. No waiver by County at any time of any of the terms or conditions of the Lease, or acquiescence in any breach hereof, shall be deemed a waiver or acquiescence at any time thereafter of the same or of any other terms, conditions or breach hereof.

18. Default. In the event that (i) the Developer shall file a voluntary petition in bankruptcy, or (ii) proceedings in bankruptcy shall be instituted and the Developer is thereafter adjudicated bankrupt pursuant to such proceedings; or (iii) a Court shall take jurisdiction of the Developer assets pursuant to proceedings brought under the provisions of any Federal reorganization act; or (iv) a receiver of the Developer's assets shall be appointed; or (v) the Developer becomes in default in the performance of any covenant, term, or condition on its part to be performed or fulfilled as provided for in this Lease; or (vi) the Developer sells or attempts to sell (without the consent of the County) the Premises hereunder or any fixtures or improvements or buildings thereon; then, in any such event, the County shall notify the Developer in writing of such default, and the Developer shall correct such default within thirty (30) days after receipt of such notice in all instances, except payment of rental money which shall be payable within fifteen (15) days after receipt of such notice from County. If the Developer fails to correct any default within said period, then County shall notify the holder of any mortgage on the Premises or holder of a security interest in or collateral assignment of this Lease (a "Mortgagee"), and such Mortgagee shall have a period of thirty (30) days in which to remedy such default by Developer. If both the Developer and the Mortgagee fail to correct said default within said time period, then Developer shall become immediately a Developer-at-sufferance in accordance with Florida law, and County may re-enter and retake possession of said Premises, fixtures and buildings as provided by law, in which event this Lease shall be terminated; or the County may, at its option, exercise any and all other rights and remedies it

may have under the laws of the State of Florida.

The Parties agree and intend that anyone having perfected a security interest in the Developer's leasehold interest granted herein in accordance with the provisions contained herein shall also have the right to correct any defaults in the manner specified herein. The Parties therefore agree that Notices of Default as hereinabove set forth will be sent to any holder of a perfected security interest who has confirmed same in writing to the County prior to County's having obtained or received notice of Developer's default pursuant to this Section.

19. Interest on Delinquent Payments. All payments, rental or otherwise, required to be made to the County hereunder shall bear interest at the rate of eighteen percent (18%) per year from the date due to date of payment. Said interest shall be calculated on a daily basis.

20. Voluntary Termination and Forfeiture. If the Developer shall notify County in writing of Developer's desire to surrender and vacate the Premises and terminate this Lease, notwithstanding any other provision in this Lease, and the Developer is not then in default, the County, by notice in writing transmitted to the Developer within thirty (30) days after Developer's notice, may, at its sole option, declare the Developer's interest under this Lease ended and without further force and effect on a date to be specified by County, which date shall not be more than three (3) months from the date of Developer's notice. Upon such termination date, ownership of the Developer's Buildings and improvements shall vest in the County as further outlined herein.

In the event of such voluntary termination, the Developer shall have no claim whatsoever against the County by reason of improvements made upon or personal property affixed to the Premises, or from any-other cause whatsoever.

Until the construction, if any, referred to in Section above, is substantially completed, the provisions of this Section shall not be construed so as to divest the County of any right, remedy or power which it may otherwise have under this Lease. However, after substantial completion of the construction, upon any such request to surrender and vacate by Developer and subsequent termination by County, then in such event, Developer shall forfeit all such improvements and its leasehold interests in accordance with Section 7 above, together with any and all monies on deposit with or due and payable to County hereunder and the amount due under this Section, and the same shall constitute liquidated damages, which shall not be construed as a penalty, but as settlement of all claims by County against Developer.

21. Nonwaiver. Failure of the County to insist upon the strict performance of any of the covenants, conditions, terms, and agreements of this Ground Lease in any one or more instances shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions, terms, and agreements.

22. Indemnity Against Costs and Charges. The Developer shall promptly pay to the County all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the County by reason of the Developer's default under the provisions of this Ground Lease. Any sums due the County under this Section shall constitute a lien against the interest of the

Developer in the Premises and all its property, including personal property, situated thereon.

23. Notices. Whenever notification or notice is required hereunder, such notice shall be sufficient if given by certified mail, return receipt requested, to the addresses as follows or such address as County, Developer or Guarantors shall hereafter designate in writing. Notice hereunder shall be effective when received.

County:
Pinellas County Real Property Division
Attn: Real Property Division Manager
509 East Avenue South
Clearwater, FL 33756

Developer:
2500 34TH ST, LLC
c/o Belleair Development, LLC
6654 – 78th Avenue North
Pinellas Park, FL 33781
Attn: Christian A. Yepes

24. Time of Essence. Time shall be the essence of this Lease.

25. Hazardous Substances. Developer shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Premises. Developer shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two (2) sentences shall not apply to the presence, use or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance and office uses.

Developer shall promptly give County written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which Developer has actual knowledge. If Developer learns or is notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, Developer will notify County and Developer shall promptly take all necessary remedial actions in accordance with Environmental Law.

Developer shall indemnify and hold County fully harmless for any liabilities and remedial actions of Hazardous Substances for which TENANT is responsible under this Section. Developer's indemnification obligations under this Section shall survive the expiration or termination of the term of this Ground Lease.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic

or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means Federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

26. Quiet Enjoyment. County covenants and agrees that so long as Developer shall keep, observe and perform all covenants, promises and agreements on Developer's part to be kept, observed and performed hereunder, Developer shall and may peacefully and quietly have, hold and occupy the Premises free of any interference from County; subject, however, and nevertheless to the terms, provisions and conditions of this Lease.

27. Severability of Provisions If Deemed Invalid. If any provision, covenant or condition of this Lease shall be determined to be invalid, unenforceable, void or voidable in whole or in part and the remaining portion of this Lease, if construed without such portion, would yet provide to each party hereto substantially what was bargained for and intended hereunder, then notwithstanding any such determination, this Lease shall be enforced to the fullest extent permitted by Florida law.

28. Entire Agreement. This Lease Agreement and the attachments hereto set forth all the covenants, promises, agreements, conditions and understandings of the parties hereto and no previous statement or representation not contained herein shall be binding on any party hereto. No subsequent alteration, amendment, change or addition to this Lease Agreement shall be binding upon County or Developer unless reduced to writing, signed by them and approved by County as an Amendment or Addendum hereto.

29. Effective Date. The effective date of this Lease (the "Effective Date") shall be the Closing Date as defined in the Exchange Agreement between the parties.

30. Fiscal Funding: In the event funds are not appropriated by or on behalf of the County in any succeeding fiscal year for purposes described herein, thus preventing County from performing its contractual duties, then this Lease shall be deemed to terminate at the expiration of the fiscal year for which funds were appropriated and expended, without penalty or expense to County. County agrees to give as much advanced notice of such termination or failure to appropriate to Developer.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the County and Developer have caused this Ground Lease Agreement with Renewal Options to be executed.

ATTEST: Ken Burke
Clerk of the Circuit Court

PINELLAS COUNTY (“County”)

By: _____
Deputy Clerk

By: _____
Name: _____
Chairman

Date: _____

APPROVED AS TO FORM, OFFICE OF THE COUNTY ATTORNEY, as to County:

By: _____
Assistant County Attorney

By: _____
Name: _____

Name: _____

2500 34TH St, LLC (“Developer”)

By: _____
[Title]

Date: _____

